

5

1 (v.6)

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DIRECTV, INC.,
a California corporation,

Plaintiff,

v.

JAMES A. CIANCIA, d/b/a
usacardcleaners.com, and
JOHN DOES 1-5,

Defendants.

Civil Action No. 01-10440 DDP

**CONSENT ORDER OF SETTLEMENT
AND DISMISSAL WITH PREJUDICE**

Priority _____
Send _____
Enter _____
Closed _____
~~JS-1/JS-6~~ ✓
JS-2/JS-3 ✓
Scan Only ✓

WHEREAS, Plaintiff DIRECTV ("DIRECTV"), Defendant James A. Ciania and Sheila E. Ciania (collectively, "Respondents"), by and through their counsel, have amicably adjusted their differences arising out of the facts and circumstances which form the basis of the complaint on file herein,

WHEREAS, DIRECTV and Respondents agree to the terms and conditions as set forth in this Consent Order of Settlement And Dismissal With Prejudice ("Consent Order"), and consent to the jurisdiction of the court for purposes of enforcement of this Consent Order.

WHEREAS, good cause having been shown;

IT IS ON THIS 12th day of June, 2002, ORDERED THAT:

1. The above-captioned matter is hereby dismissed with prejudice. Each party shall bear its own costs, including attorneys' fees.

2. Respondents, and any persons or entities controlled directly or indirectly by them, are hereby permanently enjoined and restrained from:

✓ Docketed
✓ Copies NTC Sent
✓ JS - 5 / JS - 6
— JS - 2 / JS - 3
— CLSD

ENTER ON ICMS

JUN 13 2002

27
ORIGINAL

1 (a) receiving or assisting others in receiving DIRECTV's satellite transmissions of
2 television programming without authorization by and payment to DIRECTV;

3
4 (b) designing, manufacturing, assembling, modifying, importing, exporting,
5 possessing, offering to the public, trafficking, distributing or selling any devices or equipment
6 (including, by way of example, loaders, bootloaders, unloopers, emulators, programmers,
7 reader/writers, or software or components therefor) that is primarily designed or intended to facilitate
8 the reception and decryption of DIRECTV's satellite transmissions of television programming by
9 persons not authorized to receive such programming;

10
11 (c) advertising the sale of any devices or equipment (including, by way of
12 example, loaders, bootloaders, unloopers, emulators, programmers, reader/writers, or software or
13 components therefor) that is primarily designed, intended, or marketed for the purpose of facilitating
14 the reception and decryption of DIRECTV's satellite transmissions of television programming by
15 persons not authorized to receive such programming, and advertising or providing information or
16 technical services in support thereof.

17
18
19 3. This Consent Order shall apply to Respondents activities worldwide, and shall apply
20 with the same force and effect to the DIRECTV Latin America (also known as Galaxy Latin
21 America) satellite system, and to any other direct broadcast satellite system or related business in
22 which DIRECTV has a financial or other interest, now or in the future, which interest is known to
23 Respondents.

24
25 4. Respondents, and any persons or entities controlled directly or indirectly by them, are
26 hereby permanently enjoined and restrained from:

1 (a) investing or holding any financial interest in any enterprise that Respondents
2 know is engaging in any of the activities prohibited by this Consent Order; and

3
4 (b) knowingly allowing any persons or entities that Respondents control, either
5 directly or indirectly, to engage in any of the activities prohibited by this Consent Order.


6
7 5. In the event that Respondents become aware that an enterprise in which they have
8 invested or hold any financial interest is engaged in any of the activities prohibited by this Consent
9 Order, Respondents agree immediately to divest themselves of any such investment or financial
10 interest and to promptly notify DIRECTV of the same.

11
12 6. To the extent not already seized by plaintiff or produced by plaintiff, upon the
13 issuance of a lawful subpoena, Respondents shall provide to plaintiff: (1) all documents, including
14 but not limited to, records, files, receipts, invoices, correspondence, communication, copies of
15 calendars and diaries, memoranda, and other evidentiary materials, whether in physical or electronic
16 form, that relate to the subject matter of the complaint; (2) all devices related to the subject matter of
17 this action, (including, by way of example, loaders, bootloaders, unloopers, emulators, programmers,
18 reader/writers, or software or components therefor) or any other technological products in
19 Respondents possession that are known by Respondents to be used for the purpose of satellite signal
20 theft. The obligation to turn over documents and devices pursuant to this paragraph shall be ongoing
21 with respect to any materials discovered after the entry of this Order.
22

23
24 7. The Court shall retain jurisdiction to entertain such further proceedings and to enter
25 such further orders as may be necessary or appropriate to implement and/or enforce the provisions of
26 this Consent Order.
27
28

Presented by:

KIRKLAND & ELLIS
Attorneys for Plaintiff, DIRECTV, Inc.


Jason Beckerman(SBN 197912)


JAMES A. CIANCIA, Pro Se

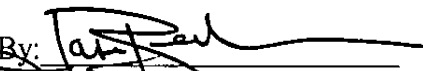
Dated: 5-2, 2002


SHEILA E. CIANCIA, Pro Se

Dated: May 2, 2002

Plaintiff DIRECTV, Inc.

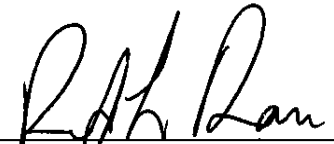
KIRKLAND & ELLIS

By: 
JASON BECKERMAN
Attorney for Plaintiff
DIRECTV, INC.

Dated: 5-2, 2002

New Jersey Counsel for
Defendant James Ciancia and
Respondent Sheila Ciancia

HARTMAN & WINNICKI, P.C.

By: 
Richard Ravin
New Jersey Counsel
for Respondents
James A. Ciancia and
Sheila E. Ciancia

Dated: May 2, 2002